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**UNITED STATES DISTRICT COURT**  
**EASTERN DISTRICT OF CALIFORNIA**

625 COOLIDGE LLC, a California Limited  
Liability Company,

Plaintiff,

v.

MAXIMUS, INC., a Virginia corporation, and  
DOES 1 through 50, inclusive

Defendants.

Case No. 2:23-cv-01916-TLN-JDP

**STIPULATED PROTECTIVE ORDER**

Removal Filed: September 7, 2023

Complaint Filed: April 20, 2023

1 **I. PURPOSES AND LIMITATIONS**

2 A. Discovery in this action is likely to involve production of confidential, proprietary,  
3 or private information for which special protection from public disclosure and from use  
4 for any purpose other than prosecuting this litigation may be warranted. Accordingly, the  
5 parties hereby stipulate to and petition the Court to enter the following Stipulated  
6 Protective Order. The parties acknowledge that this Order does not confer blanket  
7 protections on all disclosures or responses to discovery and that the protection it affords  
8 from public disclosure and use extends only to the limited information or items that are  
9 entitled to confidential treatment under the applicable legal principles. The parties further  
10 acknowledge, as set forth in Section XIII(C), below, that this Stipulated Protective Order  
11 does not entitle them to file confidential information under seal; ~~Civil Local Rule 79-5~~  
12 **Local Rule 141** sets forth the procedures that must be followed and the standards that will  
13 be applied when a party seeks permission from the Court to file material under seal.

14 **II. GOOD CAUSE STATEMENT**

15 A. This action is likely to involve trade secrets, customer and pricing lists and other  
16 valuable research, development, commercial, financial, technical and/or proprietary  
17 information for which special protection from public disclosure and from use for any  
18 purpose other than prosecution of this action is warranted. Such confidential and  
19 proprietary materials and information consist of, among other things, confidential  
20 business or financial information, personal employee information, information regarding  
21 confidential business practices, or other confidential research, development, or  
22 commercial information (including information implicating privacy rights of third  
23 parties), information otherwise generally unavailable to the public, or which may be  
24 privileged or otherwise protected from disclosure under state or federal statutes, court  
25 rules, case decisions, or common law. Accordingly, to expedite the flow of information,  
26 to facilitate the prompt resolution of disputes over confidentiality of discovery materials,  
27 to adequately protect information the parties are entitled to keep confidential, to ensure  
28 that the parties are permitted reasonable necessary uses of such material in preparation for

and in the conduct of trial, to address their handling at the end of the litigation, and serve the ends of justice, a protective order for such information is justified in this matter. It is the intent of the parties that information will not be designated as confidential for tactical reasons and that nothing be so designated without a good faith belief that it has been maintained in a confidential, non-public manner, and there is good cause why it should not be part of the public record of this case.

### III. DEFINITIONS

A. Action: This pending federal law suit.

B. Challenging Party: A Party or Non-Party that challenges the designation of information or items under this Order.

C. “CONFIDENTIAL” Information or Items: Information (regardless of how it is generated, stored or maintained) or tangible things that qualify for protection under Federal Rule of Civil Procedure 26(c), and as specified above in the Good Cause Statement.

D. Counsel: Outside Counsel of Record and House Counsel (as well as their support staff).

E. Designating Party: A Party or Non-Party that designates information or items that it produces in disclosures or in responses to discovery as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.”

F. Disclosure or Discovery Material: All items or information, regardless of the medium or manner in which it is generated, stored, or maintained (including, among other things, testimony, transcripts, and tangible things), that are produced or generated in disclosures or responses to discovery in this matter.

G. Expert: A person with specialized knowledge or experience in a matter pertinent to the litigation who has been retained by a Party or its counsel to serve as an expert witness or as a consultant in this Action.

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1 H. “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” Information or  
2 items: Extremely sensitive “Confidential Information or Items,” disclosure of which to  
3 another Party or Non-Party would create a substantial risk of serious harm that could not  
4 be avoided by less restrictive means.

5 I. House Counsel: Attorneys who are employees of a party to this Action. House  
6 Counsel does not include Outside Counsel of Record or any other outside counsel.

7 J. Non-Party: Any natural person, partnership, corporation, association, or other  
8 legal entity not named as a Party to this action.

9 K. Outside Counsel of Record: Attorneys who are not employees of a party to this  
10 Action but are retained to represent or advise a party to this Action and have appeared in  
11 this Action on behalf of that party or are affiliated with a law firm which has appeared on  
12 behalf of that party, and includes support staff.

13 L. Party: Any party to this Action, including all of its officers, directors, members  
14 (including the officers and directors of a member), managers, employees, consultants,  
15 retained experts, and Outside Counsel of Record (and their support staffs).

16 M. Producing Party: A Party or Non-Party that produces Disclosure or Discovery  
17 Material in this Action.

18 N. Professional Vendors: Persons or entities that provide litigation support services  
19 (e.g., photocopying, videotaping, translating, preparing exhibits or demonstrations, and  
20 organizing, storing, or retrieving data in any form or medium) and their employees and  
21 subcontractors.

22 O. Protected Material: Any Disclosure or Discovery Material that is designated as  
23 “CONFIDENTIAL,” or as “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES  
24 ONLY.”

25 P. Receiving Party: A Party that receives Disclosure or Discovery Material from a  
26 Producing Party.

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1 **IV. SCOPE**

2 A. The protections conferred by this Stipulation and Order cover not only Protected  
3 Material (as defined above), but also (1) any information copied or extracted from  
4 Protected Material; (2) all copies, excerpts, summaries, or compilations of Protected  
5 Material; and (3) any testimony, conversations, or presentations by Parties or their  
6 Counsel that might reveal Protected Material.

7 B. Any use of Protected Material at trial shall be governed by the orders of the trial  
8 judge. This Order does not govern the use of Protected Material at trial.

9 **V. DURATION**

10 A. Once a case proceeds to trial, all of the information that was designated as  
11 confidential or maintained pursuant to this Protective Order becomes public and will be  
12 presumptively available to all members of the public, including the press, unless  
13 compelling reasons supported by specific factual findings to proceed otherwise are made  
14 to the trial judge in advance of the trial. *See Kamakana v. City and County of Honolulu*,  
15 447 F.3d 1172, 1180-81 (9th Cir. 2006) (distinguishing “good cause” showing for sealing  
16 documents produced in discovery from “compelling reasons” standard when merits-  
17 related documents are part of court record). Accordingly, the terms of this Protective  
18 Order do not extend beyond the commencement of the trial.

19 **VI. DESIGNATING PROTECTED MATERIAL**

20 A. Exercise of Restraint and Care in Designating Material for Protection

21 1. Each Party or Non-Party that designates information or items for protection  
22 under this Order must take care to limit any such designation to specific material  
23 that qualifies under the appropriate standards. The Designating Party must  
24 designate for protection only those parts of material, documents, items, or oral or  
25 written communications that qualify so that other portions of the material,  
26 documents, items, or communications for which protection is not warranted are  
27 not swept unjustifiably within the ambit of this Order.

28 ///

2. Mass, indiscriminate, or routinized designations are prohibited. Designations that are shown to be clearly unjustified or that have been made for an improper purpose (e.g., to unnecessarily encumber the case development process or to impose unnecessary expenses and burdens on other parties) may expose the Designating Party to sanctions.

3. If it comes to a Designating Party's attention that information or items that it designated for protection do not qualify for protection, that Designating Party must promptly notify all other Parties that it is withdrawing the inapplicable designation.

**B. Manner and Timing of Designations**

1. Except as otherwise provided in this Order (*see, e.g.*, Section B(2)(b) below), or as otherwise stipulated or ordered, Disclosure or Discovery Material that qualifies for protection under this Order must be clearly so designated before the material is disclosed or produced.

2. Designation in conformity with this Order requires the following:

a. For information in documentary form (e.g., paper or electronic documents, but excluding transcripts of depositions or other pretrial or trial proceedings), that the Producing Party affix at a minimum, the legend "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" to each page that contains protected material. If only a portion or portions of the material on a page qualifies for protection, the Producing Party also must clearly identify the protected portion(s) (e.g., by making appropriate markings in the margins).

b. A Party or Non-Party that makes original documents available for inspection need not designate them for protection until after the inspecting Party has indicated which documents it would like copied and produced. During the inspection and before the designation, all of the material made available for inspection shall be deemed "HIGHLY CONFIDENTIAL –

1 ATTORNEYS' EYES ONLY." After the inspecting Party has identified  
2 the documents it wants copied and produced, the Producing Party must  
3 determine which documents, or portions thereof, qualify for protection  
4 under this Order. Then, before producing the specified documents, the  
5 Producing Party must affix the appropriate legend ("CONFIDENTIAL" or  
6 "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY") to each  
7 page that contains Protected Material. If only a portion or portions of the  
8 material on a page qualifies for protection, the Producing Party also must  
9 clearly identify the protected portion(s) (e.g., by making appropriate  
10 markings in the margins).

11 c. For Testimony given in depositions the Designating Party may  
12 either:

13 i. identify on the record, before the close of the deposition, all  
14 "Confidential" or "Highly Confidential – Attorneys' Eyes Only"  
15 Testimony, by specifying portions of the Testimony that qualify as  
16 "Confidential" or "Highly Confidential – Attorneys' Eyes Only;"

17 or

18 ii. designate the entirety of the Testimony at the deposition as  
19 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL –  
20 ATTORNEYS' EYES ONLY" (before the deposition is  
21 concluded) with the right to identify more specific portions of the  
22 Testimony as to which protection is sought within 30 days  
23 following receipt of the deposition transcript. In circumstances  
24 where portions of the deposition Testimony are designated for  
25 protection, the transcript pages containing "CONFIDENTIAL" or  
26 "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY"  
27 information may be separately bound by the court report, who must  
28 affix to the top of each page the legend "CONFIDENTIAL" or

“HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”, as instructed by the Designating Party.

d. For information produced in form other than document and for any other tangible items, that the Producing Party affix in a prominent place on the exterior of the container or containers in which the information is stored the legend “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” If only a portion or portions of the information warrants protection, the Producing Party, to the extent practicable, shall identify the protected portion(s).

C. Inadvertent Failure to Designate

1. If timely corrected, an inadvertent failure to designate qualified information or items does not, standing alone, waive the Designating Party’s right to secure protection under this Order for such material. Upon timely correction of a designation, the Receiving Party must make reasonable efforts to assure that the material is treated in accordance with the provisions of this Order.

**VII. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

A. Timing of Challenges

1. Any party or Non-Party may challenge a designation of confidentiality at any time that is consistent with the Court’s Scheduling Order.

B. Meet and Confer

1. The Challenging Party shall initiate the dispute resolution process ~~under~~ Local Rule 37.1 et seq.

C. The burden of persuasion in any such challenge proceeding shall be on the Designating Party. Frivolous challenges, and those made for an improper purpose (e.g., to harass or impose unnecessary expenses and burdens on other parties) may expose the Challenging Party to sanctions. Unless the Designating Party has waived or withdrawn the confidentiality designation, all parties shall continue to afford the material in question



1 the level of protection to which it is entitled under the Producing Party’s designation until  
2 the Court rules on the challenge.

3 **VIII. ACCESS TO AND USE OF PROTECTED MATERIAL**

4 A. Basic Principles

5 1. A Receiving Party may use Protected Material that is disclosed or produced  
6 by another Party or by a Non-Party in connection with this Action only for  
7 prosecuting, defending, or attempting to settle this Action. Such Protected  
8 Material may be disclosed only to the categories of persons and under the  
9 conditions described in this Order. When the Action has been terminated, a  
10 Receiving Party must comply with the provisions of Section XIV below.

11 2. Protected Material must be stored and maintained by a Receiving Party at  
12 a location and in a secure manner that ensures that access is limited to the persons  
13 authorized under this Order.

14 B. Disclosure of “CONFIDENTIAL” Information or Items

15 1. Unless otherwise ordered by the Court or permitted in writing by the  
16 Designating Party, a Receiving Party may disclose any information or item  
17 designated “CONFIDENTIAL” only to:

18 a. The Receiving Party’s Outside Counsel of Record in this Action,  
19 as well as employees of said Outside Counsel of Record to whom it is  
20 reasonably necessary to disclose the information for this Action;

21 b. The officers, directors, and employees (including House Counsel)  
22 of the Receiving Party to whom disclosure is reasonably necessary for this  
23 Action;

24 c. Experts (as defined in this Order) of the Receiving Party to whom  
25 disclosure is reasonably necessary for this Action and who have signed the  
26 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

27 d. The Court and its personnel;

28 e. Court reporters and their staff;

1 f. Professional jury or trial consultants, mock jurors, and  
2 Professional Vendors to whom disclosure is reasonably necessary for this  
3 Action and who have signed the “Acknowledgment and Agreement to be  
4 Bound” attached as Exhibit A hereto;

5 g. The author or recipient of a document containing the information  
6 or a custodian or other person who otherwise possessed or knew the  
7 information;

8 h. During their depositions, witnesses, and attorneys for witnesses, in  
9 the Action to whom disclosure is reasonably necessary provided: (i) the  
10 deposing party requests that the witness sign the “Acknowledgment and  
11 Agreement to Be Bound;” and (ii) they will not be permitted to keep any  
12 confidential information unless they sign the “Acknowledgment and  
13 Agreement to Be Bound,” unless otherwise agreed by the Designating  
14 Party or ordered by the Court. Pages of transcribed deposition testimony  
15 or exhibits to depositions that reveal Protected Material may be separately  
16 bound by the court reporter and may not be disclosed to anyone except as  
17 permitted under this Stipulated Protective Order; and

18 i. Any mediator or settlement officer, and their supporting personnel,  
19 mutually agreed upon by any of the parties engaged in settlement  
20 discussions.

21 C. Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”  
22 Information or Items.

23 1. Unless otherwise ordered by the court or permitted in writing by the  
24 Designating Party, a Receiving Party may disclose any information or item  
25 designated “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” only  
26 to:

27 (a) the Receiving Party’s Outside Counsel of Record in this action, as  
28 well as employees of said Outside Counsel of Record to whom it is

1 reasonably necessary to disclose the information for this litigation and who  
2 have signed the “Acknowledgment and Agreement to Be Bound” that is  
3 attached hereto as Exhibit A;

4 (b) Experts of the Receiving Party (1) to whom disclosure is  
5 reasonably necessary for this litigation, (2) who have signed the  
6 “Acknowledgment and Agreement to Be Bound” (Exhibit A), and (3) as  
7 to whom the procedures set forth in paragraph 7.4(a)(2), below, have been  
8 followed;

9 (c) the court and its personnel;

10 (d) court reporters and their staff, professional jury or trial consultants,  
11 and Professional Vendors to whom disclosure is reasonably necessary for  
12 this litigation and who have signed the “Acknowledgment and Agreement  
13 to Be Bound” (Exhibit A); and

14 (e) the author or recipient of a document containing the information or  
15 a custodian or other person who otherwise possessed or knew the  
16 information.

17 **IX. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN**  
18 **OTHER LITIGATION**

19 A. If a Party is served with a subpoena or a court order issued in other litigation that  
20 compels disclosure of any information or items designated in this Action as  
21 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”  
22 that Party must:

23 1. Promptly notify in writing the Designating Party. Such notification shall  
24 include a copy of the subpoena or court order;

25 2. Promptly notify in writing the party who caused the subpoena or order to  
26 issue in the other litigation that some or all of the material covered by the subpoena  
27 or order is subject to this Protective Order. Such notification shall include a copy  
28 of this Stipulated Protective Order; and

3. Cooperate with respect to all reasonable procedures sought to be pursued by the Designating Party whose Protected Material may be affected.

B. If the Designating Party timely seeks a protective order, the Party served with the subpoena or court order shall not produce any information designated in this action as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” before a determination by the Court from which the subpoena or order issued, unless the Party has obtained the Designating Party’s permission. The Designating Party shall bear the burden and expense of seeking protection in that court of its confidential material and nothing in these provisions should be construed as authorizing or encouraging a Receiving Party in this Action to disobey a lawful directive from another court.

**X. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE PRODUCED IN THIS LITIGATION**

A. The terms of this Order are applicable to information produced by a Non-Party in this Action and designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”. Such information produced by Non-Parties in connection with this litigation is protected by the remedies and relief provided by this Order. Nothing in these provisions should be construed as prohibiting a Non-Party from seeking additional protections.

B. In the event that a Party is required, by a valid discovery request, to produce a Non-Party’s confidential information in its possession, and the Party is subject to an agreement with the Non-Party not to produce the Non-Party’s confidential information, then the Party shall:

1. Promptly notify in writing the Requesting Party and the Non-Party that some or all of the information requested is subject to a confidentiality agreement with a Non-Party;

2. Promptly provide the Non-Party with a copy of the Stipulated Protective Order in this Action, the relevant discovery request(s), and a reasonably specific description of the information requested; and

3. Make the information requested available for inspection by the Non-Party, if requested.

C. If the Non-Party fails to seek a protective order from this court within 14 days of receiving the notice and accompanying information, the Receiving Party may produce the Non-Party's confidential information responsive to the discovery request. If the Non-Party timely seeks a protective order, the Receiving Party shall not produce any information in its possession or control that is subject to the confidentiality agreement with the Non-Party before a determination by the court. Absent a court order to the contrary, the Non-Party shall bear the burden and expense of seeking protection in this court of its Protected Material.

**XI. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

A. If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected Material to any person or in any circumstance not authorized under this Stipulated Protective Order, the Receiving Party must immediately (1) notify in writing the Designating Party of the unauthorized disclosures, (2) use its best efforts to retrieve all unauthorized copies of the Protected Material, (3) inform the person or persons to whom unauthorized disclosures were made of all the terms of this Order, and (4) request such person or persons to execute the "Acknowledgment and Agreement to be Bound" that is attached hereto as Exhibit A.

**XII. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED MATERIAL**

A. When a Producing Party gives notice to Receiving Parties that certain inadvertently produced material is subject to a claim of privilege or other protection, the obligations of the Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure may be established in an e-discovery order that provides for production without prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure of a communication or information covered by

the attorney-client privilege or work product protection, the parties may incorporate their agreement in the Stipulated Protective Order submitted to the Court.

### **XIII. MISCELLANEOUS**

#### **A. Right to Further Relief**

1. Nothing in this Order abridges the right of any person to seek its modification by the Court in the future.

#### **B. Right to Assert Other Objections**

1. By stipulating to the entry of this Protective Order, no Party waives any right it otherwise would have to object to disclosing or producing any information or item on any ground not addressed in this Stipulated Protective Order. Similarly, no Party waives any right to object on any ground to use in evidence of any of the material covered by this Protective Order.

#### **C. Filing Protected Material**

1. A Party that seeks to file under seal any Protected Material must comply with **Local Rule 141** ~~Civil Local Rule 79-5~~. Protected Material may only be filed under seal pursuant to a court order authorizing the sealing of the specific Protected Material at issue. If a Party's request to file Protected Material under seal is denied by the Court, then the Receiving Party may file the information in the public record unless otherwise instructed by the Court.

### **XIV. FINAL DISPOSITION**

A. After the final disposition of this Action, as defined in Section V, within sixty (60) days of a written request by the Designating Party, each Receiving Party must return all Protected Material to the Producing Party or destroy such material. As used in this subdivision, "all Protected Material" includes all copies, abstracts, compilations, summaries, and any other format reproducing or capturing any of the Protected Material. Whether the Protected Material is returned or destroyed, the Receiving Party must submit a written certification to the Producing Party (and, if not the same person or entity, to the Designating Party) by the 60 day deadline that (1) identifies (by category, where

appropriate) all the Protected Material that was returned or destroyed and (2) affirms that the Receiving Party has not retained any copies, abstracts, compilations, summaries or any other format reproducing or capturing any of the Protected Material. Notwithstanding this provision, Counsel are entitled to retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert reports, attorney work product, and consultant and expert work product, even if such materials contain Protected Material. Any such archival copies that contain or constitute Protected Material remain subject to this Protective Order as set forth in Section V.

B. Any violation of this Order may be punished by any and all appropriate measures including, without limitation, contempt proceedings and/or monetary sanctions.

**IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.**

Dated: December 12, 2023

/s/Kirk E. Giberson  
Kirk E. Giberson  
Attorney for Plaintiff 625 Coolidge LLC


Dated: December 12, 2023

/s/Michael D. Lane  
Jeremy A. Meier  
Michael D. Lane  
Attorneys for Defendant Maximus, Inc.

1 **FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.**

2  
3 IT IS SO ORDERED.

4  
5 Dated: December 18, 2023

  
6 JEREMY D. PETERSON  
UNITED STATES MAGISTRATE JUDGE



**EXHIBIT A**  
**ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

I, \_\_\_\_\_ [print or type full name], of \_\_\_\_\_  
\_\_\_\_\_ [print or type full address], declare under penalty of perjury that I have read in its  
entirety and understand the Stipulated Protective Order that was issue by the United States District  
Court for the ~~Central~~ **Eastern** District of California on [DATE] in the case of \_\_\_\_\_  
\_\_\_\_\_ [insert formal name of the case and the number and initials assigned to it  
by the Court]. I agree to comply with and to be bound by all the terms of this Stipulated Protective  
Order and I understand and acknowledge that failure to so comply could expose me to sanctions  
and punishment in the nature of contempt. I solemnly promise that I will not disclose in any  
manner any information or item that is subject to this Stipulated Protective Order to any person  
or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the  
~~Central~~ **Eastern** District of California for the purpose of enforcing the terms of this Stipulated  
Protective Order, even if such enforcement proceedings occur after termination of this action. I  
hereby appoint \_\_\_\_\_ [print or type full name] of \_\_\_\_\_  
\_\_\_\_\_ [print or type full address and telephone number] as my California agent  
for service of process in connection with this action or any proceedings related to enforcement of  
this Stipulated Protective Order.

Date: \_\_\_\_\_

City and State where sworn and signed: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_